

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1572 OF 2006

Indian Bank ...Plaintiff.

V/s.

Jeetu Bhagwandas Hinduja & Anr. ...Defendants.

Mr.Nitin Nikam i/b Nitin Nikam & Associates for the
Plaintiff.

Ms.Jyoti Chavan for the Defendants.

CORAM: S.J.VAZIFDAR, J.

DATED: 3RD OCTOBER, 2006.

P.C.:

1. By consent, suit is placed on board and called for hearing. The plaintiff submits to a decree on admission in terms of prayer clauses (a) and (b). The Plaintiff also submits to a decree in terms of prayer clauses (c) and (d) if the occasion arises.

2. The defendants shall pay the amount mentioned in prayer clause (a) on or before 30th September, 2007. Interest from the date of filing of the suit however shall be at 8.75% on the basis of simple interest on reducing balance.

3. In the event of the amount not being paid as aforesaid, decree in terms of prayer clauses (c) and (d)

shall become operative.

4. Till the payment or realisation, the defendants are restrained by an order of injunction from disposing of or dealing with or alienating or encumbering and/or parting with possession of and/or creating any third party right, title and interest in respect of the suit flat. The defendants shall not renew the existing leave and license agreement or enter into another fresh leave and license agreement after the existing leave and license agreement expires.

5. The Suit is accordingly disposed of. Refund of court fees as per the rules.